

1 stipulate to and petition the Court to enter the following Stipulated Protective
2 Order. The parties acknowledge that this Order does not confer blanket protections
3 on all disclosures or responses to discovery and that the protection it affords from
4 public disclosure and use extends only to the limited information or items that are
5 entitled to confidential treatment under the applicable legal principles. The parties
6 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
7 Protective Order does not entitle them to file confidential information under seal;
8 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
9 standards that will be applied when a party seeks permission from the court to file
10 material under seal.

11 1.2 Good Cause Statement.

12 This action is likely to involve trade secrets, customer and pricing lists and
13 other valuable research, development, commercial, financial, technical and/or
14 proprietary information for which special protection from public disclosure and
15 from use for any purpose other than prosecution of this action is warranted. Such
16 confidential and proprietary materials and information consist of, among other
17 things, confidential business or financial information, information regarding
18 confidential business practices, or other confidential research, development, or
19 commercial information (including information implicating privacy rights of third
20 parties), information otherwise generally unavailable to the public, or which may
21 be privileged or otherwise protected from disclosure under state or federal statutes,
22 court rules, case decisions, or common law. Accordingly, to expedite the flow of
23 information, to facilitate the prompt resolution of disputes over confidentiality of
24 discovery materials, to adequately protect information the parties are entitled to
25 keep confidential, to ensure that the parties are permitted reasonable necessary uses
26 of such material in preparation for and in the conduct of trial, to address their
27 handling at the end of the litigation, and serve the ends of justice, a protective order
28 for such information is justified in this matter. It is the intent of the parties that

1 information will not be designated as confidential for tactical reasons and that
2 nothing be so designated without a good faith belief that it has been maintained in
3 a confidential, non-public manner, and there is good cause why it should not be
4 part of the public record of this case.

5 **2. DEFINITIONS**

6 2.1 Action: This pending federal lawsuit.

7 2.2 Challenging Party: a Party or Non-Party that challenges the
8 designation of information or items under this Order.

9 2.3a “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
12 the Good Cause Statement.

13 2.3b “CONFIDENTIAL – FOR COUNSEL ONLY” Information or Items:
14 information (regardless of how it is generated, stored or maintained) or tangible
15 things that qualify for protection under Federal Rule of Civil Procedure 26(c), and
16 as specified above in the Good Cause Statement. Furthermore, such information
17 and items shall be designated “CONFIDENTIAL – FOR COUNSEL ONLY,” only
18 if, in the good faith belief of such party and its counsel, the information is among
19 that considered to be most sensitive by the party including, but not limited to, trade
20 secret or other confidential research, development, financial or other commercial
21 information.

22 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
23 their support staff).

24 2.5 Designating Party: a Party or Non-Party that designates information
25 or items that it produces in disclosures or in responses to discovery as
26 “CONFIDENTIAL.”

27 2.6 Disclosure or Discovery Material: all items or information, regardless
28 of the medium or manner in which it is generated, stored, or maintained (including,

1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 2.7 Expert: a person with specialized knowledge or experience in a
4 matter pertinent to the litigation who has been retained by a Party or its counsel to
5 serve as an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this
7 Action. House Counsel does not include Outside Counsel of Record or any other
8 outside counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action
13 and have appeared in this Action on behalf of that party or are affiliated with a law
14 firm that has appeared on behalf of that party, including support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits
22 or demonstrations, and organizing, storing, or retrieving data in any form or
23 medium) and their employees and subcontractors.

24 2.14 Protected Material: any Disclosure or Discovery Material that is
25 designated as “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL
26 ONLY.”

27 2.15 Receiving Party: a Party that receives Disclosure or Discovery
28 Material from a Producing Party.

1 **3. SCOPE**

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 10 **4. DURATION**

11 Once a case proceeds to trial, all of the court-filed information to be
12 introduced that was previously designated as confidential or maintained pursuant
13 to this protective order becomes public and will be presumptively available to all
14 members of the public, including the press, unless compelling reasons supported
15 by specific factual findings to proceed otherwise are made to the trial judge in
16 advance of the trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172,
17 1180-81 (9th Cir. 2006) (distinguishing “good cause” showing for sealing
18 documents produced in discovery from “compelling reasons” standard when
19 merits-related documents are part of court record). Accordingly, the terms of this
20 protective order do not extend beyond the commencement of the trial.

21 22 **5. DESIGNATING PROTECTED MATERIAL**

23 5.1 Exercise of Restraint and Care in Designating Material for Protection.

24 Each Party or Non-Party that designates information or items for protection under
25 this Order must take care to limit any such designation to specific material that
26 qualifies under the appropriate standards. The Designating Party must designate
27 for protection only those parts of material, documents, items, or oral or written
28 communications that qualify so that other portions of the material, documents,

1 items, or communications for which protection is not warranted are not swept
2 unjustifiably within the ambit of this Order.

3 Mass, indiscriminate, or routinized designations are prohibited.
4 Designations that are shown to be clearly unjustified or that have been made for an
5 improper purpose (e.g., to unnecessarily encumber the case development process
6 or to impose unnecessary expenses and burdens on other parties) may expose the
7 Designating Party to sanctions.

8 If it comes to a Designating Party's attention that information or items that
9 it designated for protection do not qualify for protection, that Designating Party
10 must promptly notify all other Parties that it is withdrawing the inapplicable
11 designation.

12 5.2 Manner and Timing of Designations. Except as otherwise provided
13 in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
14 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
15 under this Order must be clearly so designated before the material is disclosed or
16 produced.

17 Designation in conformity with this Order requires:

18 (a) Designation as "CONFIDENTIAL": Any party may designate
19 information as "CONFIDENTIAL" only if, in the good faith belief of such party
20 and its counsel, the unrestricted disclosure of such information could be potentially
21 prejudicial to the business or operations of such party.

22 (b) Designation as "CONFIDENTIAL - FOR COUNSEL ONLY": Any
23 party may designate information as "CONFIDENTIAL - FOR COUNSEL ONLY"
24 only if, in the good faith belief of such party and its counsel, the information is
25 among that considered to be most sensitive by the party, including but not limited
26 to trade secret or other confidential research, development, financial or other
27 commercial information.
28

1 (c) A Party or Non-Party that makes original documents available for
2 inspection need not designate them for protection until after the inspecting Party
3 has indicated which documents it would like copied and produced. During the
4 inspection and before the designation, all of the material made available for
5 inspection shall be deemed “CONFIDENTIAL – FOR COUNSEL ONLY.” After
6 the inspecting Party has identified the documents it wants copied and produced,
7 the Producing Party must determine which documents, or portions thereof, qualify
8 for protection under this Order. Then, before producing the specified documents,
9 the Producing Party must affix the “CONFIDENTIAL legend” to each page that
10 contains Protected Material. If only a portion or portions of the material on a page
11 qualifies for protection, the Producing Party also must clearly identify the protected
12 portion(s) (e.g., by making appropriate markings in the margins).

13 (d) for testimony given in depositions that the Designating Party identify
14 the Disclosure or Discovery Material on the record, before the close of the
15 deposition. but a party may designate portions of depositions as containing
16 confidential information after transcription of the proceedings; [A] party will have
17 until fourteen (14) days after receipt of the deposition transcript to inform, in
18 writing, the other party or parties to the action of the portions of the transcript to
19 be designated "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL
20 ONLY." The disclosing party will have the right to exclude from attendance at the
21 deposition, during such time as the confidential information is to be disclosed, any
22 person other than the deponent, counsel (including their staff and associates), the
23 court reporter, and the person(s) agreed upon pursuant to paragraph 7.3 below; and,
24 the originals of the deposition transcripts and all copies of the deposition must bear
25 the legend "CONFIDENTIAL" or "CONFIDENTIAL - FOR COUNSEL ONLY,"
26 as appropriate, and the original or any copy ultimately presented to a court for filing
27 must not be filed unless it can be accomplished under seal, identified as being
28

1 subject to this Order, and protected from being opened except by order of this
2 Court.

3 (e) for information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on
5 the exterior of the container or containers in which the information is stored the
6 legend “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL ONLY.” If
7 only a portion or portions of the information warrants protection, the Producing
8 Party, to the extent practicable, shall identify the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the Designating Party’s right to secure protection under this Order for such
12 material. Upon timely correction of a designation, the Receiving Party must make
13 reasonable efforts to assure that the material is treated in accordance with the
14 provisions of this Order.

15 16 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

17 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
18 designation of confidentiality at any time that is consistent with the Court’s
19 Scheduling Order.

20 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
21 resolution process under Local Rule 37-1, et seq. Any discovery motion must
22 strictly comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

23 6.3 Burden. The burden of persuasion in any such challenge proceeding
24 shall be on the Designating Party. Frivolous challenges, and those made for an
25 improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
26 other parties) may expose the Challenging Party to sanctions. Unless the
27 Designating Party has waived or withdrawn the confidentiality designation, all
28 parties shall continue to afford the material in question the level of protection to

1 which it is entitled under the Producing Party's designation until the Court rules
2 on the challenge.

4 7. **ACCESS TO AND USE OF PROTECTED MATERIAL**

5 7.1 **Basic Principles.** A Receiving Party may use Protected Material that
6 is disclosed or produced by another Party or by a Non-Party in connection with
7 this Action only for prosecuting, defending, or attempting to settle this Action.
8 Such Protected Material may be disclosed only to the categories of persons and
9 under the conditions described in this Order. When the Action has been
10 terminated, a Receiving Party must comply with the provisions of section 13 below
11 (FINAL DISPOSITION).

12 Protected Material must be stored and maintained by a Receiving Party at a
13 location and in a secure manner that ensures that access is limited to the persons
14 authorized under this Order.

15 7.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless
16 otherwise ordered by the Court or permitted in writing by the Designating Party, a
17 Receiving Party may disclose any information or item designated
18 "CONFIDENTIAL" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this Action,
20 as well as employees of said Outside Counsel of Record to whom it is reasonably
21 necessary to disclose the information for this Action;

22 (b) the officers, directors, and employees (including House Counsel)
23 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

24 (c) Experts (as defined in this Order) of the Receiving Party to whom
25 disclosure is reasonably necessary for this Action and who have signed the
26 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

27 (d) the Court and its personnel;

28 (e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “CONFIDENTIAL – FOR COUNSEL ONLY” Information or Items. Unless otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “CONFIDENTIAL – FOR COUNSEL ONLY” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the Court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses, and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided: (1) the deposing party requests that the witness sign the form attached as Exhibit A hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the Court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL,” that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall
2 include a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be pursued
4 by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served
6 with the subpoena or court order shall not produce any information designated in
7 this action as “CONFIDENTIAL” or “CONFIDENTIAL – FOR COUNSEL
8 ONLY” before a determination by the court from which the subpoena or order
9 issued, unless the Party has obtained the Designating Party’s permission. The
10 Designating Party shall bear the burden and expense of seeking protection in that
11 court of its confidential material and nothing in these provisions should be
12 construed as authorizing or encouraging a Receiving Party in this Action to disobey
13 a lawful directive from another court.

14
15 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
16 **PRODUCED IN THIS LITIGATION**

17 (a) The terms of this Order are applicable to information produced by a
18 Non-Party in this Action and designated as “CONFIDENTIAL” or
19 “CONFIDENTIAL – FOR COUNSEL ONLY.” Such information produced by
20 Non-Parties in connection with this litigation is protected by the remedies and
21 relief provided by this Order. Nothing in these provisions should be construed as
22 prohibiting a Non-Party from seeking additional protections.

23 (b) In the event that a Party is required, by a valid discovery request, to
24 produce a Non-Party’s Protected Material in its possession, and the Party is subject
25 to an agreement with the Non-Party not to produce the Non-Party’s Protected
26 Material, then the Party shall:

1 (1) promptly notify in writing the Requesting Party and the Non-Party
 2 that some or all of the information requested is subject to a confidentiality
 3 agreement with a Non-Party;

4 (2) promptly provide the Non-Party with a copy of the Stipulated
 5 Protective Order in this Action, the relevant discovery request(s), and a reasonably
 6 specific description of the information requested; and

7 (3) make the information requested available for inspection by the
 8 Non-Party, if requested.

9 (c) If the Non-Party fails to seek a protective order from this Court within
 10 14 days of receiving the notice and accompanying information, the Receiving Party
 11 may produce the Non-Party's Protected Material responsive to the discovery
 12 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
 13 not produce any information in its possession or control that is subject to the
 14 confidentiality agreement with the Non-Party before a determination by the Court.
 15 Absent a court order to the contrary, the Non-Party shall bear the burden and
 16 expense of seeking protection in this Court of its Protected Material.

17 18 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

19 If a Receiving Party learns that, by inadvertence or otherwise, it has
 20 disclosed Protected Material to any person or in any circumstance not authorized
 21 under this Stipulated Protective Order, the Receiving Party must immediately (a)
 22 notify in writing the Designating Party of the unauthorized disclosures, (b) use its
 23 best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform
 24 the person or persons to whom unauthorized disclosures were made of all the terms
 25 of this Order, and (d) request such person or persons to execute the
 26 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
 27 A.
 28

1 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 2 **OTHERWISE PROTECTED MATERIAL**

3 When a Producing Party gives notice to Receiving Parties that certain
 4 inadvertently produced material is subject to a claim of privilege or other
 5 protection, the obligations of the Receiving Parties are those set forth in Federal
 6 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 7 whatever procedure may be established in an e-discovery order that provides for
 8 production without prior privilege review. Pursuant to Federal Rule of Evidence
 9 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
 10 of a communication or information covered by the attorney-client privilege or work
 11 product protection, the parties may incorporate their agreement in the stipulated
 12 protective order submitted to the Court.

13
 14 **12. MISCELLANEOUS**

15 12.1 Right to Further Relief. Nothing in this Order abridges the right of
 16 any person to seek its modification by the Court in the future.

17 12.2 Right to Assert Other Objections. By stipulating to the entry of this
 18 Protective Order, no Party waives any right it otherwise would have to object to
 19 disclosing or producing any information or item on any ground not addressed in
 20 this Stipulated Protective Order. Similarly, no Party waives any right to object on
 21 any ground to use in evidence of any of the material covered by this Protective
 22 Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any
 24 Protected Material must comply with Civil Local Rule 79-5. Protected Material
 25 may only be filed under seal pursuant to a court order authorizing the sealing of
 26 the specific Protected Material at issue; good cause must be shown in the request
 27 to file under seal. If a Party's request to file Protected Material under seal is denied
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1 by the Court, then the Receiving Party may file the information in the public record
2 unless otherwise instructed by the Court.

3 4 **13. FINAL DISPOSITION**

5 After the final disposition of this Action, within 60 days of a written request
6 by the Designating Party, each Receiving Party must return all Protected Material
7 to the Producing Party or destroy such material. As used in this subdivision, “all
8 Protected Material” includes all copies, abstracts, compilations, summaries, and
9 any other format reproducing or capturing any of the Protected Material. Whether
10 the Protected Material is returned or destroyed, the Receiving Party must submit a
11 written certification to the Producing Party (and, if not the same person or entity,
12 to the Designating Party) by the 60 day deadline that (1) identifies (by category,
13 where appropriate) all the Protected Material that was returned or destroyed, and
14 (2) affirms that the Receiving Party has not retained any copies, abstracts,
15 compilations, summaries or any other format reproducing or capturing any of the
16 Protected Material. Notwithstanding this provision, counsel are entitled to retain
17 an archival copy of all pleadings, motion papers, trial, deposition, and hearing
18 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
19 reports, attorney work product, and consultant and expert work product, even if
20 such materials contain Protected Material. Any such archival copies that contain
21 or constitute Protected Material remain subject to this Protective Order as set forth
22 in Section 4 (DURATION).

23 24 **14. VIOLATION OF ORDER**

25 Any violation of this Order may be punished by any and all appropriate
26 measures including, without limitation, contempt proceedings and/or monetary
27 sanctions.
28

1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

2
3 **MANDOUR & ASSOCIATES, APC**

4 Dated: November 3, 2023

5 /s/ Ben T. Lila
6 Ben T. Lila (SBN 246808)
7 Email: blila@mandourlaw.com
8 Attorneys for Plaintiff,
9 Alkam Home Fashion, Inc.

10 **Law Offices of Mandana Jafarinejad, P.C**

11 Dated: November 3, 2023

12 /s/ Mandana Jafarinejad
13 Mandana Jafarinejad (SBN 273904)
14 Email: mandana@mjintellectualproperty.com
15 Attorneys for Defendant,
16 Legacy Décor
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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10 **SOUTHERN DIVISION**

11 Alkam Home Fashion, Inc., a
12 California corporation,

13 Plaintiff,

14
15 v.

16 Legacy Decor, a California
17 corporation,

18 Defendant.

**Case No. 8:23-cv-01177-DOC-
AJR**

**~~PROPOSED~~ ORDER RE
STIPULATED PROTECTIVE
ORDER**

19
20 Having considered the papers, and finding that good cause exists, the
21 Parties' Stipulated Protective Order is **GRANTED**.

22
23 **IT IS SO ORDERED.**

24
25 DATED: November 22, 2023

26 
27 A. JOEL RICHLIN
28 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
 [print or type full address], declare under penalty of perjury that I have read in its entirety and
 understand the Stipulated Protective Order that was issued by the United States District Court
 for the Central District of California on [date] in the case of Alkam Home Fashion, Inc. v. Legacy
 Décor, Civil Case No. 8:23-cv-01177-DOC-AJR
 . I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and
 I understand and acknowledge that failure to so comply could expose me to sanctions and
 punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner
 any information or item that is subject to this Stipulated Protective Order to any person or entity
 except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the
 Central District of California for the purpose of enforcing the terms of this Stipulated Protective
 Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone
 number] as my California agent for service of process in connection with this action or any
 proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____